

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Mercantile, Inc.	FORMERLY Neptune International, Ltd.	07/18/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Boga LLC		
Street Address:	670 W. Hubbard St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2968281	BOGACHILL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Shawna Doran		
Address Line 1:	191 North Wacker Dr., Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60035		
ATTORNEY DOCKET NUMBER:	0010482.0001		
NAME OF SUBMITTER:	Shawna Doran		
Signature:	/shawna doran/		
Date:	08/07/2013		

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Total Attachments: 5

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AGREEMENT FOR SALE AND ASSIGNMENT OF TRADEMARK

This AGREEMENT FOR SALE AND ASSIGNMENT OF TRADEMARK (this "Agreement") is made effective as of the ~~18~~¹⁹ day of July, 2013 (the "Effective Date"), by and between Alliance Mercantile, Inc., a Washington corporation ("Assignor"), and Boga LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties".

1. Assignor is the owner of all right, title and interest in U.S. Registration No. 2,968,281, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Registration"), for the trademark BOGACHILL (the "Trademark").

2. Assignor hereby sells, conveys, transfers and assigns to Assignee, upon the terms and conditions of this Agreement, and effective as of the Effective Date, for the Purchase Price set forth below, all of Assignor's right, title and interest (legal, equitable, use and otherwise) in the Trademark, including, but not limited to, all goodwill associated therewith, the Registration and all other rights or claims of every type and nature and wherever situated. Assignor's sale and assignment of the Trademark to Assignee under this Agreement constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise), whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title, or interest in the Trademark. Assignor acknowledges and agrees that the Trademark constitutes the sole and exclusive property of Assignee.

3. The purchase price ("Purchase Price") for the Trademark is \$12,500 USD. In addition, Assignee agrees to pay all actual and reasonable legal fees incurred by Assignor in connection with this Agreement; provided, however, in no event will Assignee be responsible for aggregate legal fees in excess of \$3,500 USD (the "Legal Fees"). The Purchase Price and the Legal Fees due under this Agreement will be paid by wire transfer of funds.

4. Upon receipt of payment of the Purchase Price and the Legal Fees due under this Agreement, Assignor will execute and deliver to Assignee this Agreement and all documentation required to perfect the transfer of the Trademark, including the Trademark Assignment as set forth in Exhibit B, a copy of which is attached hereto and made a part hereof this Agreement, whereby Assignor will sell and assign the Registration and all goodwill arising from it to Assignee, and Assignee will accept said assignment.

5. Assignor hereby represents and warrants to Assignee the following matters, each of which is represented and warranted to be true and correct as of the Effective Date:

A. Assignor is a corporation duly organized and validly existing under the laws of the State of Washington, and is duly authorized to execute and deliver this Agreement, perform the covenants on its part contained herein, consummate the transaction contemplated hereby and execute and deliver all documents and instruments to be executed and delivered by Assignor pursuant hereto;

B. Assignor is not subject to any restrictions, agreements, laws, judgments or decrees which would prohibit or be violated by the execution, delivery and performance of this Agreement;

C. Assignor has not previously assigned the Trademark and the Registration, and has full right, title and authority to assign its interest in the Trademark and the Registration free and clear of any and all options, rights, pledges, mortgages, security interests, liens, charges, burdens, servitudes and other encumbrances whatsoever; and

D. Assignor has no actual knowledge that the Trademark infringes any trade name, trademark, or service mark of any third party.

Except as expressly set forth in this Section 5, Assignor disclaims all warranties express or implied with respect to the Trademark or the Registration. In no event shall Assignor be liable to Assignee or any third party for any indirect, special or consequential damages and in no event shall Assignor's liability to Assignee or any third party exceed the Purchase Price. The representations and warranties set forth in this Section 5 will survive the consummation of the transaction contemplated by this Agreement.

6. This Agreement may not be amended except by a writing executed by each of the Parties hereto.
7. This Agreement, including the Exhibits attached hereto and other writings referred to herein, supersedes and cancels all prior negotiations, writings, commitments and understandings, if any, between the Parties with respect to the subject matter of this Agreement, and contains the entire agreement between the Parties with respect to such subject matter.
8. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures received by facsimile or electronically as attachments to e-mail will be considered to be original signatures for all purposes under this Agreement.
9. If any term or provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding that term or provision, all other terms of this Agreement will remain in full force and effect.
10. This Agreement will bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.
11. This Agreement will be construed according to, and the rights and duties of the Parties will be governed by, the laws of the State of Illinois, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction. In the event any Party brings an action to enforce or protect any of its rights under this Agreement, the prevailing Party in such action shall be entitled to recover, in addition to its damages or other form of relief, its reasonable collection agency fees, attorneys' fees and other costs incurred in connection therewith, from the non-prevailing Party.


IN WITNESS WHEREOF, the Parties below have executed this Agreement for Sale and Assignment of Trademarks, including Exhibit B attached hereto, as of the Effective Date.

ALLIANCE MERCANTILE, INC.

BOGA LLC

By: 

Its: PRESIDENT + CEO

By: 

Its: PRESIDENT + CEO

EXHIBIT A

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 2,968,281

Registered July 12, 2005

**TRADEMARK
PRINCIPAL REGISTER**

BOGACHILL

NEPTUNE INTERNATIONAL, LTD. (WASHING-
TON CORPORATION)
6600 MERRILL CREEK PARKWAY
SUITE 202
EVERETT, WA 98203

USE; HATS; GLOVES; SHOES; BOOTS; YACHT
BOOTS; WORK BOOTS; HUNTING BOOTS; AND
COVERALLS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 8-9-2004; IN COMMERCE 8-9-2004.

FOR: CLOTHING, NAMELY, JACKETS; PANTS;
RAINWEAR, INCLUDING JACKETS, PANTS,
HATS, GLOVES AND BOOTS, FOR COMMERCIAL,
INDUSTRIAL, SPORT AND NORMAL PERSONAL

SN 78-216,148, FILED 2-18-2003.

DAVID H. STINE, EXAMINING ATTORNEY

EXHIBIT B

See attached

TRADEMARK ASSIGNMENT FOR THE MARK "BOGACHILL" IDENTIFIED BY
CERTIFICATE OF REGISTRATION NO. 2,968,281

THIS TRADEMARK ASSIGNMENT is made on this 18 day of July, 2013, by Alliance Mercantile, Inc., a Washington corporation ("Assignor"), and Boga LLC, a Delaware limited liability company ("Assignee") pursuant to the terms of that certain Agreement for Sale and Assignment of Trademark made effective July , 2013 by and between the Assignor and Assignee, whereby for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey all of Assignor's right, title and interest in and to the mark, BOGACHILL, as described pursuant to the Registration Certificate No. 2,968,281 dated July 12, 2005 issued by the United States Patent and Trademark Office, including the goodwill arising from said mark to the Assignee.

ASSIGNOR: ALLIANCE MERCANTILE, INC.

By: 

Its: President + CEO

_____))
_____) SS
_____))

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the foregoing instrument for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2013.

Notary Public

The Assignee hereby accepts the assignment as set forth herein this Trademark Assignment.

ASSIGNEE: BOGA LLC

By: 

Its: President + CEO